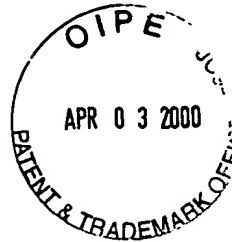


IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: N/A
Serial No: N/A
Filed: N/A
For: N/A

Docket No: N/A
Group No: N/A
Examiner: N/A

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231



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TRANSMITTAL

Please find enclosed the following:

1. A true copy of the recordation document entitled "Agreement of Merger" by and between Cisco Systems, Inc. and Transmedia Communications, Inc. dated September 20, 1999;
2. Recordation Form Cover Sheet (Merger);
3. Check number 2662 in the amount of \$120.00; and
4. Return postcard.

We have attached a copy of this Transmittal Letter and the Agreement of Merger to the above listed Recordation Form Cover Sheet, for your convenience.

FEE DEFICIENCY

- ☒ In the event that additional fees are required, the Commissioner is authorized to charge these to deposit account No. 23-0800.
- ☒ As no abandonment is intended by any inadvertent nonpayment of fees, the Commissioner is hereby authorized to charge payment of such fees as from time to time come due, if not paid prior to due date to our Deposit Account No. 23-0800.
- ☒ Duplicate copies of this sheet are enclosed for accounting purposes.

CERTIFICATE OF EXPRESS MAIL

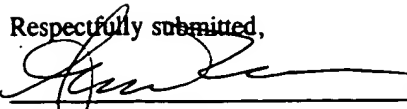
"Express Mail" mailing label number: E1013464617 US Date of Deposit: 2/1/2000
I hereby certify under 37 CFR 1.10 that this correspondence is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignment, Washington, D.C. 20231.

Joe M. Hanyman
Signature

2/1/2000
Date

Dated: Feb. 1, 2000

Respectfully submitted,



Anne VanBuskirk
Reg. No. 43,217

WEIL, GOTSHAL & MANGES LLP
2882 SAND HILL ROAD, SUITE 280
MENLO PARK, CA 94025
Telephone: (650) 926-6200
Facsimile: (650) 854-3713
Email: anne.vanbuskirk@weil.com

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AGREEMENT OF MERGER
OF
CISCO SYSTEMS, INC.
AND
TRANSMEDIA COMMUNICATIONS, INC.

FILED
In the office of the Secretary of State
of the State of California

SEP 20 1999

Bill Jones
BILL JONES, Secretary of State

APR 10 2000
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This Agreement of Merger, dated as of the 20th day of September, 1999 ("Merger Agreement"), between Cisco Systems, Inc. a California corporation ("Acquiror"), and TransMedia Communications, Inc., a Delaware corporation ("Target").

RECITALS

A. Target was incorporated in the State of Delaware on December 16, 1997 and on the date hereof has outstanding 6,286,262 shares of Common Stock ("Target Common Stock"), and 7,560,000 shares of Series A Preferred Stock and 5,750,000 shares of Series B Preferred Stock (collectively the "Target Preferred Stock," and together with the shares of Target Common Stock, the "Target Shares)."

B. Acquiror and Target have entered into an Agreement and Plan of Reorganization (the "Agreement and Plan of Reorganization") providing for certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby. This Merger Agreement and the Agreement and Plan of Reorganization are intended to be construed together to effectuate their purpose.

C. The Boards of Directors of Target and Acquiror deem it advisable and in their mutual best interests and in the best interests of the shareholders of Target, that Target be acquired by Acquiror through a merger ("Merger") of Target with and into Acquiror.

D. The Boards of Directors of Acquiror and Target and the shareholders of Target have approved the Merger.

AGREEMENTS

The parties hereto hereby agree as follows:

1. Target shall be merged with and into Acquiror, and Acquiror shall be the surviving corporation.

3. At the Effective Time of the Merger (i) all shares of Target Common Stock that are owned directly or indirectly by Target, Acquiror or any other subsidiary of Acquiror shall be cancelled, and no securities of Acquiror or other consideration shall be delivered in exchange therefor, and (ii) each of the issued and outstanding shares of Target Common Stock and Target Preferred Stock (other than shares, if any, held by persons who have not voted such shares for approval of the Merger and with respect to which such persons shall become entitled to exercise dissenters' rights in accordance with the Corporations Code of the State of California, referred to hereinafter as "Dissenting Shares") shall be converted automatically into and exchanged for 0.335817 of a share of Acquiror Common Stock; provided, however, that no more than 7,000,000 shares of Common Stock of Acquiror shall be issued in such exchange (including Acquiror Common Stock reserved for issuance upon exercise of Target options assumed by Acquiror). Those shares of Acquiror Common Stock to be issued as a result of the Merger are referred to herein as the "Acquiror Shares".

4. Any Dissenting Shares shall not be converted into Acquiror Common Stock but shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to the law of the State of California. If after the Effective Time any Dissenting Shares shall lose their status as Dissenting Shares, then as of the occurrence of the event which causes the loss of such status, such shares shall be converted into Acquiror Common Stock in accordance with Section 3.

5. Notwithstanding any other term or provision hereof but subject to the proviso in Section 3, no fractional shares of Acquiror Common Stock shall be issued, but in lieu thereof each holder of Target Shares who would otherwise, but for rounding as provided herein, be entitled to receive a fraction of a share of Acquiror Common Stock shall receive from Acquiror an amount of cash equal to the per share market value of Acquiror Common Stock (deemed to be \$73.50) multiplied by the fraction of a share of Acquiror Common Stock to which such holder would otherwise be entitled. The fractional share interests of each Target shareholder shall be aggregated, so that no Target shareholder shall receive cash in an amount greater than the value of one full share of Acquiror Common Stock.

6. The conversion of Target Common Stock and Target Preferred Stock into Acquiror Common Stock as provided by this Merger Agreement shall occur automatically at the Effective Time of the Merger without action by the holders thereof. Each holder of Target Common Stock and Target Preferred Stock shall thereupon be entitled to receive shares of Acquiror Common Stock in accordance with the Agreement and Plan of Reorganization.

7. At the Effective Time of the Merger, the separate existence of Target shall cease, and Acquiror shall succeed, without other transfer, to all of the rights and properties of Target and shall be subject to all the debts and liabilities thereof in the same manner as if Acquiror had itself incurred them. All rights of creditors and all liens upon the property of each corporation shall be preserved unimpaired, provided that such liens upon property of Target shall be limited to the property affected thereby immediately prior to the Effective Time of the Merger.

8. This Merger Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

9. (a) The Amended and Restated Articles of Incorporation of Acquiror in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation unless and until thereafter amended.

(b) The Bylaws of Acquiror in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation unless and until amended or repealed as provided by applicable law, the Articles of Incorporation of the Surviving Corporation and such Bylaws.

(c) The directors and officers of Acquiror immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation.

10. (a) Notwithstanding the approval of this Merger Agreement by the shareholders of Target, this Merger Agreement shall terminate forthwith in the event that the Agreement and Plan of Reorganization shall be terminated as therein provided.

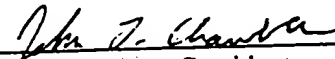
(b) In the event of the termination of this Merger Agreement as provided above, this Merger Agreement shall forthwith become void and there shall be no liability on the part of Target or Acquiror or their respective officers or directors, except as otherwise provided in the Agreement and Plan of Reorganization.

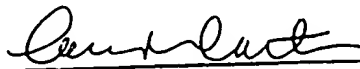
(c) This Merger Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

(d) This Merger Agreement may be amended by the parties hereto any time before or after approval hereof by the shareholders of Target, but, after such approval, no amendments shall be made which by law require the further approval of such shareholders without obtaining such approval. This Merger Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Merger Agreement as of the date first written above.

CISCO SYSTEMS, INC.

By: 
John T. Chambers, President

By: 
Larry R. Carter, Secretary

TRANSMEDIA COMMUNICATIONS, INC.

By: _____
Gwong Lee, President

By: _____
Tae Hea Nahm, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

IN WITNESS WHEREOF, the parties have executed this Merger Agreement as
of the date first written above.

CISCO SYSTEMS, INC.

By: _____
John T. Chambers, President

By: _____
Larry R. Carter, Secretary

TRANSMEDIA COMMUNICATIONS, INC.

By: _____
Gwong Lee, President

By: _____
Tae Hea Nahm, Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

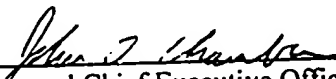



OFFICERS' CERTIFICATE
OF
ACQUIROR

The undersigned, John T. Chambers and Larry R. Carter, hereby certify on behalf of Cisco Systems, Inc., a California corporation ("Acquiror"), that Mr. Chambers is the duly elected President and Chief Executive Officer and Mr. Carter is the duly elected Senior Vice President, Chief Financial Officer and Secretary, of Acquiror and they further certify on behalf of Acquiror that:

1. That they are duly elected, acting and qualified President and Secretary, respectively, of Acquiror.
2. There are two authorized classes of shares, consisting of 5,400,000,000 shares of Common Stock, of which 3,296,622,319 shares were issued and outstanding as of September 13, 1999, and 5,000,000 shares of Preferred Stock, none of which are issued and outstanding.
3. The Agreement of Merger in the form attached was approved by the Board of Directors of Acquiror in accordance with the California Corporations Code.
4. No vote of the shareholders of Acquiror was required pursuant to Section 1201 (b) of the California Corporations Code.

Each of the undersigned declares under penalty of perjury that the statements
contained in the foregoing certificate are true of their own knowledge. Executed in San Jose,
California on September 20, 1999.

By: 
President and Chief Executive Officer

By: 
Senior Vice President, Chief Financial Officer and
Secretary

OFFICERS' CERTIFICATE

OF

TRANSMEDIA COMMUNICATIONS, INC.,

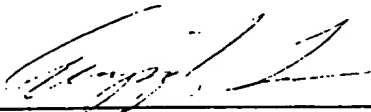
Gwong Lee, President, and Tac Hea Nahm, Secretary, of TransMedia

Communications, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify:

1. That they are the duly elected, acting and qualified President and the Secretary, respectively, of the Corporation.
2. There are two authorized classes of shares, consisting of 40,000,000 shares of Common Stock and 27,020,000 shares of Preferred Stock. There were 6,286,262 shares of Common Stock, 7,560,000 shares of Series A Preferred Stock and 5,750,000 shares of Series B Preferred Stock, outstanding and entitled to vote on the Agreement of Merger in the form attached.
3. The Agreement of Merger in the form attached was duly approved by the board of directors of the Corporation in accordance with the Corporations Code of the State of California.
4. Approval of the Agreement of Merger by the holders of at least a majority of the outstanding shares of Common Stock and a majority of the outstanding Preferred Stock was required. The percentage of the outstanding shares of each class of the Corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled or exceeded the vote required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California, on September 20, 1999.

By:


Gwong Lee, President

By:

Tae Hea Nahm, Secretary

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed in San Jose, California, on September 20, 1999.

By:

Gwong Lee, President

By:

Tae Hea Nahm, Secretary



**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☒ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 09/20/99

Name (line 1) Transmedia Communications, Inc.

Name (line 2) a corporation of Delaware

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Cisco Systems, Inc.

Name (line 2) a corporation of California

Address (line 1) 170 West Tasman Drive

Address (line 2)

Address (line 3) San Jose

CA

95134

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number (650) 926-7241

Name Anne VanBuskirk

Address (line 1) Weil, Gotshal & Manges LLP

Address (line 2) 2882 Sand Hill Rd. Ste. 280

Address (line 3) Menlo Park, CA 94025-7022

Address (line 4) anne.vanbuskirk@weil.com

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

10

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

09406211

09405787

09405993

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 120

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed ☒

Deposit Account ☐

Deposit Account Number:

23-0800

Authorization to charge additional fees:

Yes

☒

No

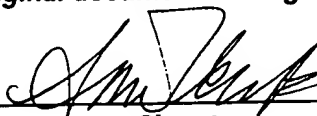
☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Anne VanBuskirk

Name of Person Signing



Signature

2/1/2000

Date

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Attorney's Docket No.: 081862.P180

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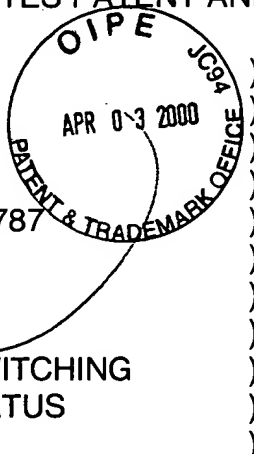
In Re Application of:

Ruey Kau et al.

Application Number: 09/405,787

Filed: September 27, 1999

For: MULTIPATH VOICE SWITCHING
METHOD AND APPARATUS



Examiner:

Group Art Unit: 2731

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231

on April 3, 2000
Date of Deposit
Christopher F. Marshall
Name of Person Mailing Correspondence
CF Marshall
Signature
4/3/00
Date

Assistant Commissioner for Patents
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE
AND REVOCATION OF PREVIOUS POWERS

Cisco Systems, Inc.

(Name of Assignee)

("assignee"), a California corporation having a place of
(State of Incorporation)

business at 170 West Tasman Drive, San Jose, California 95134,
(Address)

hereby states that it is the assignee of the entire right, title, and interest in and to the above-referenced patent application and represents that the undersigned is a representative authorized and empowered to sign on behalf of the assignee.

A photocopy of a document entitled Agreement of Merger of Cisco Systems, Inc. and Transmedia Communications, Inc. dated September 20, 1999 that evidences placement of title in the assignee is enclosed herewith and was sent for recordation to the U.S. Patent and Trademark Office by Express Mail on

"Express Mail" mailing label number: EL431891161US
Date of Deposit: April 3, 2000

I hereby certify that I am causing this paper or fee to be deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on the date indicated above and that this paper or fee has been addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

CHRISTOPHER P. MARSHALL
(Typed or printed name of person mailing paper or fee)

CF Marshall
(Signature of person mailing paper or fee)

(Rev. 01/25/00)

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2000 along with a Recordation Form Cover Sheet and a Transmittal Letter, photocopies of which are also enclosed.

Pursuant to 37 C.F.R. §§ 1.36 and 3.71, the assignee hereby revokes all powers of attorney previously given and appoints William E. Alford, Reg. No. 37,764; Farzad E. Amini, Reg. No. P42,261; Aloysius T. C. AuYeung, Reg. No. 35,432; William Thomas Babbitt, Reg. No. 39,591; Carol F. Barry, Reg. No. 41,600; Jordan Michael Becker, Reg. No. 39,602; Bradley J. Bereznak, Reg. No. 33,474; Michael A. Bernadicou, Reg. No. 35,934; Roger W. Blakely, Jr., Reg. No. 25,831; Gregory D. Caldwell, Reg. No. 39,926; Ronald C. Card, Reg. No. 44,587; Andrew C. Chen, Reg. No. 43,544; Thomas M. Coester, Reg. No. 39,637; Alin Corie, Reg. No. P46,244; Dennis M. deGuzman, Reg. No. 41,702; Stephen M. De Klerk, under 37 C.F.R. § 10.9(b); Michael Anthony DeSanctis, Reg. No. 39,957; Daniel M. De Vos, Reg. No. 37,813; Robert Andrew Diehl, Reg. No. 40,992; Sanjeet Dutta, Reg. No. P46,145; Matthew C. Fagan, Reg. No. 37,542; Tarek N. Fahmi, Reg. No. 41,402; Paramita Ghosh, Reg. No. 42,806; James Y. Go, Reg. No. 40,621; James A. Henry, Reg. No. 41,064; Willmore F. Holbrow III, Reg. No. P41,845; Sheryl Sue Holloway, Reg. No. 37,850; George W Hoover II, Reg. No. 32,992; Eric S. Hyman, Reg. No. 30,139; William W. Kidd, Reg. No. 31,772; Sang Hui Kim, Reg. No. 40,450; Eric T. King, Reg. No. 44,188; Erica W. Kuo, Reg. No. 42,775; Kurt P. Leyendecker, Reg. No. 42,799; Michael J. Mallie, Reg. No. 36,591; Andre L. Marais, under 37 C.F.R. § 10.9(b); Paul A. Mendonsa, Reg. No. 42,879; Darren J. Milliken, Reg. 42,004; Lisa A. Norris, Reg. No. 44,976; Chun M. Ng, Reg. No. 36,878; Thien T. Nguyen, Reg. No. 43,835; Tinh V. Nguyen, Reg. No. 42,034; Dennis A. Nicholls, Reg. No. 42,036; Daniel E. Ovanezian, Reg. No. 41,236; Marina Portnova, Reg. No. P45,750; Babak Redjaian, Reg. No. 42,096; William F. Ryann, Reg. 44,313; James H.

Salter, Reg. No. 35,668; William W. Schaal, Reg. No. 39,018; James C. Scheller, Reg. No. 31,195; Jeffrey Sam Smith, Reg. No. 39,377; Maria McCormack Sobrino, Reg. No. 31,639; Stanley W. Sokoloff, Reg. No. 25,128; Judith A. Szepesi, Reg. No. 39,393; Vincent P. Tassinari, Reg. No. 42,179; Edwin H. Taylor, Reg. No. 25,129; John F. Travis, Reg. No. 43,203; George G. C. Tseng, Reg. No. 41,355; Joseph A. Twarowski, Reg. No. 42,191; Lester J. Vincent, Reg. No. 31,460; Glenn E. Von Tersch, Reg. No. 41,364; John Patrick Ward, Reg. No. 40,216; Mark L. Watson, Reg. No. P46,322; Thomas C. Webster, Reg. No. P46,154; Charles T. J. Weigell, Reg. No. 43,398; Kirk D. Williams, Reg. No. 42,229; James M. Wu, Reg. No. 45,241; Steven D. Yates, Reg. No. 42,242; and Norman Zafman, Reg. No. 26,250; my patent attorneys, and Justin M. Dillon, Reg. No. 42,486; my patent agent, of BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP, with offices located at 12400 Wilshire Boulevard, 7th Floor, Los Angeles, California 90025, telephone (310) 207-3800, and James R. Thein, Reg. No. 31,710, my patent attorney with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventor(s).

Send all future correspondence to Lester J. Vincent, Reg. No. 31,460,
Blakely, Sokoloff, Taylor, & Zafman LLP, 12400 Wilshire Boulevard, Seventh
Floor, Los Angeles, California 90025, and direct all telephone calls to the same
at (408) 720-8300.


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Assignee of Interest: Cisco Systems, Inc.
(Type or Print)

Dated: 3/30/2000

By: 

Name: Robert Barr
(Type or Print)

Title: Worldwide Patent Counsel
(Type or Print)

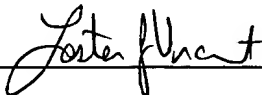
Address of Assignee of Interest:

170 West Tasman Drive
San Jose, California 95134

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Dated: April 3, 2000

By: 

Name: Lester J. Vincent
(Type)

Reg. No.: 31,460

12400 Wilshire Blvd.
Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8300